

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
Exygy, Inc.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Exygy, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for maintenance services for County's SMC Doorway website for the term of December 1, 2022 through July 31, 2023; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the Agreement to end on June 30, 2024 and to add additional funding to the Agreement for Contractor to maintain the SMC Doorway website through June 30, 2024.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 4 (Payments) of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed four hundred sixty-five thousand, five hundred (\$465,500). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Section 5 (Term) of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2022, through June 30, 2024.

3. Exhibit A of the Agreement, Section B (Timeline) is amended to read as follows:

- The duration of this contract is 18 months.
- The deliverables described above will be provided on an ongoing basis.
- The volume of listings will be evaluated regionally, with consideration of listings in all cities within the County.
- With a goal of maximizing the number of listings on SMC Doorway, Contractor and County will partner to ensure its listing timeline can be managed smoothly and that the volume of listings is steady (i.e., no unreasonable spikes in listing volume). SMC has requested that Contractor seek efficiencies across jurisdictions during the term of this contract. In order to do so, Contractor must avoid spikes in listing volume across jurisdiction. To this end (i) County will share Listings pipeline information with Contractor every 2-3 months and (ii) Contractor will discuss expectations for listing volume across the region with the County.

4. Original Exhibit B is replaced with Revised Exhibit B, (rev. May 25, 2023), attached.

5. **All other terms and conditions of the agreement dated December 12, 2023, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**For Contractor: Exygy, Inc.**

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (please print)



**For County:**

\_\_\_\_\_  
Purchasing Agent Signature  
County of San Mateo  
(Department Head of Authorized  
Designee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Agent Name (please print)  
County of San Mateo  
(Department Head of Authorized Designee)

**Revised Exhibit B (rev. May 25, 2023)**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Month	Strategic Product, Housing Support and project management (Items No. 1, 5, and 6)	Technical Support & Website updates and maintenance (Items No. 2, 4, and 7)	Hosting (Item No. 3)	Total
Dec-22	\$ 10,669.46	\$ 13,169.04	\$ 661.50	\$ 24,500.00
Jan-23	\$ 10,669.46	\$ 13,169.04	\$ 661.50	\$ 24,500.00
Feb-23	\$ 10,669.46	\$ 13,169.04	\$ 661.50	\$ 24,500.00
Mar-23	\$ 10,669.46	\$ 13,169.04	\$ 661.50	\$ 24,500.00
Apr-23	\$ 10,669.46	\$ 13,169.04	\$ 661.50	\$ 24,500.00
May-23	\$ 10,669.46	\$ 13,169.04	\$ 661.50	\$ 24,500.00
Jun-23	\$ 10,669.46	\$ 13,169.04	\$ 661.50	\$ 24,500.00
Jul-23	\$ 10,669.46	\$ 13,169.04	\$ 661.50	\$ 24,500.00
Aug-23	\$ 10,669.46	\$ 13,169.04	\$ 661.50	\$ 24,500.00
Sep-23	\$ 10,669.46	\$ 13,169.04	\$ 661.50	\$ 24,500.00
Oct-23	\$ 10,669.46	\$ 13,169.04	\$ 661.50	\$ 24,500.00
Nov-23	\$ 10,669.46	\$ 13,169.04	\$ 661.50	\$ 24,500.00
Dec-23	\$ 10,669.46	\$ 13,169.04	\$ 661.50	\$ 24,500.00
Jan-24	\$ 10,669.46	\$ 13,169.04	\$ 661.50	\$ 24,500.00
Feb-24	\$ 10,669.46	\$ 13,169.04	\$ 661.50	\$ 24,500.00
Mar-24	\$ 10,669.46	\$ 13,169.04	\$ 661.50	\$ 24,500.00
Apr-24	\$ 10,669.46	\$ 13,169.04	\$ 661.50	\$ 24,500.00
May-24	\$ 10,669.46	\$ 13,169.04	\$ 661.50	\$ 24,500.00
Jun-24	\$ 10,669.46	\$ 13,169.04	\$ 661.50	\$ 24,500.00
Total	\$ 202,719.74	\$ 250,211.76	\$ 12,568.50	\$ 465,500.00